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FILED
U.S. DISTRICT COURT
2020 JAN 14 A 9:01
DISTRICT OF UTAH
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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH - Northern DIVISION

Irene Bird Pratt

Plaintiff,

v.

Lifetime Products Inc.

Defendant(s).

COMPLAINT

Case: 2:20-cv-00009
Assigned To : Waddoups, Clark
Assign. Date : 1/6/2020
Description: Pratt v. Lifetime Products

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A. JURISDICTION

This action is brought pursuant to Title VII of the Civil Rights Act of 1964 as amended, for employment discrimination. Jurisdiction is specifically conferred on this Court by 42 U.S.C. § 2000e(5). Equitable and other relief are also sought under 42 U.S.C. § 2000e(5)(g). Jurisdiction is also based on 28 U.S.C. §§ 1331, 1343 and 42 U.S.C. §§ 1981 et seq. Where employment discrimination based upon age is alleged, jurisdiction is conferred by 29 U.S.C. §§ 626(c)(1) and appropriate relief is also sought.

B. PARTIES

1. Name of plaintiff:
Present mailing address:

Irene Bird Pratt
51 Chip shot Loop
Saratoga Springs, UT 84045

2. Name of first defendant:
Present mailing address or
business location:

Lifetime Products Inc.
Box 160010 Bldg D12 Freeport
Clearfield, Utah 84016

3. Name of second defendant:
Present mailing address or
business location:

4. Name of third defendant:
Present mailing address or
business location:

(Use additional sheets if necessary.)

C. NATURE OF CASE

1. The address at which I sought employment or was employed by the defendant(s) is:

Lifetime Products Inc
Box 160010 Bldg D12 Freeport
Clearfield, Utah 84016

2. The discriminatory acts occurred on or about:

January 15, 2018
(Month, Day, Year)

3. I filed charges with the Anti Discrimination Division of the Utah State Industrial Commission regarding the defendant's discriminatory conduct on or about:

June 15, 2018
(Month, Day, Year)

4. I filed charges with the Equal Employment Opportunity Commission regarding the defendant's discriminatory conduct on or about:

June 15, 2018
(Month, Day, Year)

5. The Equal Employment Opportunity Commission sent the attached "Notice of Right to Sue" which I received on:

October 15, 2019
(Month, Day, Year)

(Please attach the "Notice of Right to Sue" to this complaint.)

6. The discriminatory acts that are the basis of this suit are:

- | | |
|------------------|---|
| a. <u> </u> | Failure to employ me |
| b. <u>X</u> | Failure to promote me |
| c. <u> </u> | Termination of my employment |
| d. <u> </u> | Demotion |
| e. <u>X</u> | Denied equal pay/work |
| f. <u> </u> | Sexual harassment |
| g. <u> </u> | General harassment |
| h. <u> </u> | Other acts (Be specific: Attach an additional sheet if necessary) |

7. Defendant's conduct is discriminatory with respect to:

- | | | | |
|------------------|----------|------------------|--------------------|
| a. <u> </u> | my race | d. <u> </u> | my religion |
| b. <u> </u> | my color | e. <u> </u> | my national origin |
| c. <u>X</u> | my sex | f. <u> </u> | my age |

8. I believe that the defendant is still committing these acts against me.

 yes X no

D. CAUSE OF ACTION

1. I allege that the defendant has discriminated against me and that the following facts form the

basis for my allegations:

- a. (1) Count I: See Attachment Count 1
- (2) Supporting Facts: (Describe exactly what each defendant did or did not do. State the facts clearly, in your own words without citing any legal authority. Use additional sheets if necessary.)

- b. (1) Count II: See Attachment Count 2
- (2) Supporting Facts:

E. INJURY

1. How have you been injured by the actions of the defendant(s)?

See Attachment - Injury

F. REQUEST FOR RELIEF

2. I believe I am entitled to the following relief: \$169,612.73

The Disparate Treatment that I experienced was intentional. Lifetime knew about it. My back pay including bonuses was \$19,612.73. Because I had to file suit against Lifetime, my desirability to future employers will not be high. It will show up in my background checks and my pay potential will go down rather than up. I am seeking an additional \$150,000 in compensatory damages. I am also seeking punitive damages that I will leave up to the jury to decide.

Count 1

1. I am a female, and I am a member of a protected class. I was discriminated against in my wages based on the fact that I am a member of a protected class. This was disparate treatment and this was intentional.
2. I was hired in February of 2014 to be the assistant manager of the Draper Lifetime store. I was qualified for my position. I had 10+ years of previous management experience as a store manager and 10+ years of experience as a assistant store manager. Brody Macey, a male, was my store manager. Brody Macey was also the store manager of the Salt Lake and the Draper Lifetime stores.
3. Sometime between November of 2015 and January of 2016, Brody Macey had a meeting with Valerie Flanders and myself. Valerie Flanders, a female, was the assistant store manager of the Draper Lifetime store, and I was the assistant store manager of the Orem Lifetime store. At that time, Brody Macey told us that new store manager positions were being created for the Lifetime stores, but that Valerie Flanders and I would not be put into those new store manager positions. Valerie Flanders and I were not given any reasons as to why we were not going to be promoted. When I found out that new store manager positions were being created, I really wanted to be promoted to be a store manager. Valerie Flanders and I had both been very successful as assistant store managers in the 2015 sales year. We were the only two female assistant store managers at the time.
4. Shortly after the meeting with our store manager Brody Macey, Valerie Flanders decided to step down from her assistant store manager position and Valerie Flanders became a sales associate for the Draper Lifetime store.
5. In March of 2016, Brody Macey was promoted to be the district manager of the 3 Lifetime stores that he had previously been the store manager of. (When Brody Macey became my district manager, he was no longer my store manager).
6. In March of 2016, Lifetime promoted Manuel Zavala, a male, to be the store manager of the Salt Lake Lifetime store. Manuel's base pay was over \$45,000 dollars per year. **(Exhibit 2 From Lifetimes attorney Lifetime store manager wages)**
7. In March of 2016, Lifetime hired a male that had never worked for Lifetime before. His name was Brandon Bruin. Brandon Bruin became the store manager of the Draper Lifetime store. Brandon's base pay was over \$45,000 dollars per year. **(Exhibit 2 From Lifetimes attorney Lifetime store manager wages)**
8. I noticed a trend. Only males were being promoted into the new store manager positions. Brody Macey had already fore warned Valerie and I that we would not be put into those store manager positions. This really was not fair. Why was the decision made to not promote the only two female assistant store managers?

9. I still wanted to be the store manager of a Lifetime store. I was willing to travel. I did not know why I was not given the opportunity to be the store manager of the Draper Lifetime store. I had great results for myself as well as for my Orem team in the 2015 sales year. I felt that I had done what I needed to do and that I should have been recognized for my work by being promoted to the store manager position and wage. I was already doing the job, I just was not being compensated for it.

10. In job responsibilities, I was the store manager of the Orem Lifetime store. My title and my pay showed that I was the assistant store manager of the Orem Lifetime store. My job responsibilities were the same as Manuel Zavala and Brandon Bruin. **Exhibit 3** I was paid \$13.50 per hour. I knew that Manuel Zavala and Brandon Bruin were being paid more than I was being paid for the same work and job descriptions.

11. My commission potential as the assistant store manager of the Orem store was less than the male store managers bonus potential. I was only able to receive commissions off of my own personal sales. Manuel Zavala and Brandon Bruin were able to receive quarterly and yearly bonuses based off of their stores sales results. The pay difference in bonus potentials was high.

12. In April of 2016, I asked Brody Macey for a \$3 dollar pay raise. I was told by Brody Macey that I could not get that raise, because that raise with my commissions would put me too close to store manager pay. I continued to ask for a raise. I was given a \$1 dollar raise around May and then I asked for at least a dollar more. In June, I was given another .50 cent raise and my pay went to \$15.00 per hour. These two pay raises ended up being only half of the pay increase that I had originally asked for. In Lifetimes hand book on page 35 it states under the **Raises** sub heading, that employee's may be eligible to receive an increase in pay when they upgrade their skills and perform more advanced tasks than previously performed. **Exhibit 4** (I did not do anything different than what I was previously doing to get those raises). Lifetime had given me two pay raises instead of giving me the promotion to be the store manager of the Orem Lifetime store. The disparate treatment was intentional and was because I am a member of a protected class. I am a female. Only males were being put into the new store manager positions.

13. Around September of 2016, Steven Croft's, another male, was promoted to be the store manager of the Riverdale Lifetime store. (I later found out on January 5th, 2018 that Steven Croft's base pay rate was \$45,000 dollars per year).

14. Around October 2016, Brandon Bruin quit. This was around 6 months after Brandon Bruin had been hired.

15. Kristina Ainge, a female, was hired to replace Brandon Bruin as the store manager of the Draper Lifetime store. Kristina Ainge's base pay was approximately \$43,000 per year. Kristina Ainge was paid approximately \$2000 dollars less in her base pay than what Brandon Bruin's base pay had been when Brandon Bruin had been the store manager of the Draper Lifetime store. (I found out the wage differences in August of 2018 from a report that Lifetimes Attorney, Heidi Leithead had created and

turned into the UALD. This report showed all of the store managers base pay wages that had been broken down into hourly dollar amounts).

16. In November of 2016, I was finally offered the position to be the store manager of the Orem Lifetime store. My first written offer (from Nate Ashby, who was Brody Macey's boss) was \$39,500 for my base pay. **Exhibit 5** I knew that this offer was low, but I needed a raise and I was afraid that Nate Ashby would rescind his offer, so I accepted. **Exhibit 6** Nate Ashby laughed and crossed off his first offer. Nate then changed his offer for my store management position to \$43,000 per year in base pay. My base pay was also \$2,000 dollars less than what Nate Ashby had offered the male store managers when Nate Ashby had promoted them to be store managers. **Exhibit 2** When I was promoted to be a store manager, my job responsibilities did not change. They stayed the same. The only thing that did change is that I was now making \$5.67 more per hour

17. Kristina Ainge and I were paid the lowest base pay out of all of the store managers during the time that we were employed by Lifetime.

18. Lifetime had promoted three males to the new store manager positions before Lifetime had finally decided that they should promote any females into those store management positions.

19. I should have been paid what Manuel Zavala and Brandon Bruin were being paid. I missed out on a lot of money because I was not promoted when I should have been in March of 2016. My pay was shorted over \$50 dollars per day

20. The male that was making \$18.00 dollars per hour on Heidi Leithead's list was not paid base pay. **Exhibit 2** When Kristina Ainge quit at the end of the 2017 year, Kristina Ainge was replaced by Mark Zitting. Mark Zitting was paid on an hourly basis because Mark Zitting did not have any previous management experience. Mark Zitting was paid overtime hours for any hours that he worked over 40 hours per week.

21. On February 14, 2017, Brody Macey, our district manager, was fired for gross sexual misconduct.

22. Around July 19th, 2017, Cheryl Merrill **Exhibit 7**, a female, was promoted to be the District manager of 5 of the 6 Lifetime stores.

23. Manuel Zavala **Exhibit 7** was transferred from the Salt Lake Lifetime store, to the Clearfield Lifetime store to take over for Cheryl Merrill as the store manager of that store.

Count 2

The disparate treatment happened again in 2017

In July of 2017, another job opening became available for a store manager position at the Salt Lake Lifetime store. This job was not posted and the person that moved into this position was Adam Reynold's. **Exhibit 2 2nd page** Adam Reynold's is a male

1. Adam Reynold's did not have previous retail store management experience.
2. Adam did not have the qualifications to be a retail store manager **Exhibit 8 under required experience**
3. Adam was paid a base pay of \$60,000 per year to be a store manager. **Exhibit 2 2nd page**
4. At the time that Adam was hired, my base pay was not adjusted. My base pay for the same job as Adam's was \$43,000 per year. **Exhibit 2 page 1**
5. My base pay equated to \$17,000 dollars less than Adam's base pay. Our pay was not the same
7. Adam was the store manager of the Salt Lake Lifetime store and I was the store manager of the Orem Lifetime store.
8. The effort of physical and mental exertion for Adam and I to do our job was the same
9. Adam Reynold's and I both worked in Utah. We experienced the changing weather patterns and seasons and we also worked most of our day inside the walls of a store.
10. Our job responsibilities, the things that we were held accountable for, working conditions, and the fact that we both worked for Lifetime products were the same. **Exhibit 3**
11. My skills were more advanced than Adam's skills were because I had come to Lifetime with many years of previous management experience and I had also had been working for the Lifetime store for over two and a half years
12. Adam is a male and I am a female. My pay was not equal to Adam's pay and he was a brand new employee
13. In my experience with working for Lifetime, females store managers were expected to do the same jobs as the male store managers. Females store managers were paid less for the same work during the time that I was employed

Women store managers had a different pay standard than the male store managers that worked for the Lifetime stores. Women store managers were not paid according to our skills and abilities, women were paid and promoted based on the fact that we were women. Lifetimes actions told me that I was not as valuable to the Lifetime company as the men were

Injury

- 1- In 2016, my employees knew my results and wondered why I was not rewarded when the males were. I did not receive the store manager position.
- 2- Psychologically, I had to go meet with an Employment Assistance Counselor several times
- 3- My family was injured because I made less money
- 4- Monetarily- we got into a lot of debt
- 5- Physically we were not able to pay to fix up our house. We had to sell it for less money because the inside was not modern
- 6- My family felt bad, because they knew that I felt bad because I was not promoted.
- 7- In August 2018, I found out that 2 people at Lifetime said that I was not a good manager. Because of this, I now doubt my abilities to be a store manager and make more money.

Dore B. Pratt
Jan. 6, ~~2018~~ 2019

DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares under penalty of perjury that he/she is the plaintiff in the above action, that he/she has read the above complaint and that the information contained therein is true and correct.
28 U.S.C. §1746; 18 U.S.C. § 1621.

Executed at my home on Jan 6, 2020 ADP
(Location)

Shane B. Pratt
Signature

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